



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

January 17, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CONTRACT WITH CALIFORNIA DEPARTMENT OF EDUCATION (CDE)
TO ADMINISTER A CENTRALIZED ELIGIBILITY LIST (CEL) FOR
LOS ANGELES COUNTY
(ALL DISTRICTS) (4-VOTES)**

**JOINT RECOMMENDATION WITH THE CHILD CARE PLANNING COMMITTEE THAT
YOUR BOARD:**

1. Approve and instruct the Mayor to sign the attached contract (Attachment I includes two (2) original copies of the contract) with the California Department of Education/Child Development Division (CDE/CDD) in the amount of \$500,000 for the period beginning July 1, 2005 through June 30, 2006. This contract will support the operation of an expanded Centralized Eligibility List (CEL) in Los Angeles County and will streamline access to State-subsidized child care services for low-income families. The expanded CEL will continue to be administered by the Office of Child Care, a unit of the Chief Administrative Office (CAO), Service Integration Branch, on behalf of the County of Los Angeles Child Care Planning Committee (Planning Committee).
2. Adopt the attached resolution (Attachment II) to authorize the Chief Administrative Officer, or his designee, to act as the agent for the County to execute Federal certifications (regarding lobbying, debarment, suspension, a drug-free workplace, etc.), as well as any amendments that may be deemed necessary to implement this contract.
3. Approve the attached Appropriation Adjustment to the CAO Budget for Fiscal Year 2005-06 (Attachment III).

4. Approve interim ordinance authority pursuant to County Code Section 6.06.020, subject to allocation by the Department of Human Resources, for one (1) Program Specialist II, CAO; one (1) Program Specialist I, CAO; one (1) Senior Typist Clerk; and one (1) Intermediate Typist Clerk. The positions will be grant funded and funding will be appropriated in the Fiscal Year 2005-06 Budget as indicated in number 3 above.

PURPOSE OF RECOMMENDED ACTION

Pursuant to State requirements, formal approval by your Board is needed to accept this contract and related funding.

The Budget Act of 2005-06, signed by Governor Schwarzenegger in June 2005, included \$7.9 million for the development and operation of a CEL in each county. Upon adoption of the Budget, CDE was tasked with developing program guidelines, a formula for the allocation of funds among the 58 counties, and the preparation and distribution of contract documents. Los Angeles County's contract was received by the Office of Child Care on November 23, 2005. The contract documents provided the amount allocated to Los Angeles County and the specific program guidelines.

Efforts to expand and refine CEL are consistent with the County's Strategic Plan goals related to service excellence, organizational effectiveness, and child and family well-being. An expanded countywide CEL will provide the public with improved access to subsidized child care and development services. In addition, CEL will help promote an effective and integrated service delivery system where lowest-income families are systematically identified to fill vacancies in subsidized child care services; families are informed of all relevant program vacancies; and accurate information on the unmet need for subsidized child care can be used to target future resources.

JUSTIFICATION

CEL is a Web-based data base of low-income families who need and are eligible for subsidized child development services funded by CDE. CEL enables parents to register once for these services, rather than having to complete multiple applications with several agencies. CEL also assists individual center-based and child care voucher programs to quickly identify eligible families for enrollment, and provides an unduplicated count of families and children seeking subsidized child care services.

On June 19, 2001, your Board approved a contract awarded by the CDE/CDD to the Child Care Planning Committee for the development and implementation of a CEL Pilot. Los Angeles County was one of only 12 counties selected through a competitive process to participate in the CEL pilot. During the pilot, hardware and software was purchased and customized. The Los Angeles County CEL became operational in April 2003 with 12 CDE-funded child care service contractors as the original users. Since 2003, the Office of Child Care has continued to operate CEL with limited support from

the Local Child Care Planning contract. Currently, 25 CDE child development contractors are registered, trained, and are using CEL to enroll income-eligible families.

In November 2005, there were 24,758 income-eligible families, with a combined total of 38,360 children on the Los Angeles County CEL. To date, 4,588 children from CEL have been enrolled in subsidized child care programs.

The new contract will require the Office of Child Care to expand CEL, including:

- Registering and training the remaining 139 CDE-funded child development contractors to utilize the CEL when enrolling eligible families;
- Incorporating waiting lists from newly registered agencies into the data base, while also updating the data base on a continuous basis; and
- Working with CDE and the software vendor to ensure that CEL complies with all CDE directives, such as the method to calculate family income and the ranking of eligible families by income.

Interim ordinance authority is requested under County Code Section 6.06.020, which provides for flexibility to meet unexpected workload fluctuations and demands. Pending allocation by the Department of Human Resources, the following positions are being requested to support the expanded CEL program: (1) Program Specialist II, CAO; one (1) Program Specialist I, CAO; one (1) Senior Typist Clerk; and one (1) Intermediate Typist Clerk. These positions will be included in the Chief Administrative Office's 2006-07 Proposed Budget.

FISCAL IMPACT

The CAO's Office of Child Care will administer this contract on behalf of the Los Angeles County Child Care Planning Committee. The contract, which totals \$500,000, will cover all costs associated with full implementation of the CEL in Los Angeles County, including the four additional staff positions noted above.

FACTS AND PROVISIONS

The Budget Act of 2005-06 included funding for the development, implementation, and maintenance of a CEL in each county. In addition, SB 68 (Chapter 78, Statutes of 2005) amended the California Education Code to require that a CEL be established in every County. Given these actions, it is expected that future funding will be annualized.

The twelve counties, including Los Angeles County, that have operating CELs will be able to use this funding to expand, refine and maintain their programs. In Los Angeles County, current CEL users include the largest and most technologically sophisticated CDE-contractors. Implementation of the contract will require the Office of Child Care to

recruit, train and register representatives from all 159 CDE-funded contractors, and ensure that they have access to and are able to use the CEL.

IMPACT ON CURRENT SERVICES

Expansion of the CEL will facilitate access for income-eligible families to the full-range of subsidized child care services. Individual CDE-funded child development contractors will no longer be required to manage cumbersome, site specific eligibility lists. CEL will provide unduplicated, real-time information on the demand for subsidized child care services in Los Angeles County.

The expanded CEL will make it possible for County departments serving low-income families with young children to offer their clients a "one stop" referral for subsidized child care. In addition, an expanded CEL will enhance current partnerships with Los Angeles Universal Preschool and Head Start, ensuring that low-income families are made aware of these service options.

CONCLUSION

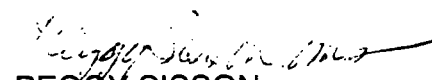
Two signed/stamped copies of the contract (both with original signatures) should be returned to:

Chief Administrative Office, Service Integration Branch
222 South Hill Street, 5th Floor
Los Angeles, California 90012.

Copies will be forwarded to CDE/CDD, as required.

Respectfully submitted,


DAVID E. JANSSEN
Chief Administrative Officer


PEGGY SISSON
Chair, Child Care Planning
Committee

DEJ:LS
KMS:na

Attachments

c: Executive Officer, Board of Supervisors
Auditor-Controller
County Counsel

Attachment I

~~1 copy~~
(2 original copies of contract – original signatures are required on both copies.)

on

cc's



CALIFORNIA
DEPARTMENT OF
EDUCATION

1430 N STREET
SACRAMENTO, CA
95814-5901

JACK O'CONNELL

State Superintendent of
Public Instruction

PHONE: (916) 319-0800

**Attention: EXECUTIVE DIRECTORS,
CHILD DEVELOPMENT PROGRAMS**

**2005/2006 CHILD DEVELOPMENT
CONTRACT**

DO NOT REMOVE ANY PAGES STAPLED TO THE CONTRACT FACESHEET

1. X Submitted for your approval are two (2) copies of the 2005/2006 contract. Please **SIGN** both copies and insert the current **MAILING ADDRESS** in the **Contractor's signature box**, and **RETURN BOTH COPIES** of the contract to the Contracts Office. When final approval is obtained, an approved copy will be mailed to you.

THE 2005/2006 FUNDING TERMS AND CONDITIONS (FT&Cs) are available on the Internet at <http://www/cde.ca.gov/fg/aa/cd/>.

2. X Please attach two (2) copies (with at least one set of original signatures) of a resolution by the local governing body which approves the contract and names the official who is authorized to sign it on their behalf. (A sample for your use is attached.) County Superintendents of Schools who find exception with the resolution requirement should contact Dawn Odekirk at (916) 445-6826 or by e-mail at dodekirk@cde.ca.gov.

3. Enclosed for your records is one fully executed copy of the contract.

4. X Other: **PLEASE SIGN AND RETURN THE ENCLOSED Federal Certification Form [CO.8 (Rev. 4/05)]** which includes the Drug-Free Workplace, Lobbying, Debarment, Suspension Certification.

Sincerely,

Doris Morris, Assistant Manager
Contracts Office
(916) 322-3050

Dm:do
Enclosures

PLEASE RETURN ALL COPIES TO:

**ATTENTION: Contracts Office
California Department of Education
1430 "N" Street, Suite #2213
Sacramento, CA 95814-5901**

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 05 - 06**DATE:** July 01, 2005**CONTRACT NUMBER:** CCEL-5019**PROGRAM TYPE:** CENTRALIZED ELIGIBILITY
LIST CONTRACTS**PROJECT NUMBER:** 19-P999-00-5**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** LOS ANGELES COUNTY BOARD OF SUPERVISORS

By signing this contract and returning it to the State, you are agreeing to use the funds identified below to provide eligible families with equitable access to subsidized child care and development services and to provide participating child development agencies and other providers of subsidized child care and development services with efficient and equitable access to information about the families who are eligible for child care subsidies, in accordance with Exhibit B, PROGRAM REQUIREMENTS FOR CENTRALIZED ELIGIBILITY LIST, which by this reference is incorporated into this contract. The contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A), which by this reference is incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the Program Requirements for Centralized Eligibility List, Child Care and Development Resource and Referral Funding Terms and Conditions (FT&C) and Title 5, California Code of Regulations.

This contract is effective from July 01, 2005 through June 30, 2006. The total amount payable pursuant to this agreement shall not exceed \$500,000.00.

Expenditures of these funds shall be reported to the Child Development Fiscal Services Division (CDFS) on Form CD/CDFS-9529 no later than July 20, 2006. For non-local educational agencies, expenditures for the period July 1, 2005 through June 30, 2006 shall be included in the 2005-2006 audit due November 15, 2006 or earlier if specified by CDE.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Approved as to Form
Office of the County Counsel
Raymond E. Fortner, Jr.
County Counsel
By: Michelle Jackson
Associate County Counsel

Exhibit A, Standard Provisions for State Contracts attached

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sharon Taylor		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Manager-Contracts CD+NS Fiscal Svcs		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 500,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0156 FC# 93.575 PC# 000326 14776-P999				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 500,000	ITEM 30.10.020.911 6100-196-0890	CHAPTER 038	STATUTE 2005	FISCAL YEAR 2005-2006	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5100 Rev-8290					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above					
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.		B.R. NO.	
		DATE			

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties hereto and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid to Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into an Agreement funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the Agreement is subject to any restrictions, limitations or enactments of Congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the Agreement without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;

- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed contract will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS: Commencing on July 1, 2004, for any agreement in excess of \$100,000, Contractor certifies that it is in compliance with Public Contract Code Section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1, 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

EXHIBIT B

**PROGRAM REQUIREMENTS
FOR
CENTRALIZED ELIGIBILITY LIST
(CCEL)**

July 1, 2005 – June 30, 2006

CENTRALIZED ELIGIBILITY LIST PROGRAM REQUIREMENTS
Fiscal Year 2005-06

The purpose of the Centralized Eligibility List (CEL) system is to provide eligible families with equitable access to subsidized child care and development services and to provide participating child development agencies and other providers of subsidized child care and development services with efficient and equitable access to information about the families who are eligible for child care subsidies.

This contract may be fully or partially funded through a grant from the federal Department of Health and Human Services and subject to Code of Federal Regulations (CFR) 45, Parts 98 and 99, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number is 93596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number is 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

I. GENERAL PROVISIONS

A. Notification of Address Change

Contractors shall notify the CDE/CDD in writing of any change in mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied with:

1. board minutes verifying the change in address or a signed document by the sole proprietor of the agency; and
2. a copy of the notification to the Internal Revenue Service of the address change.

Contractors shall notify the CDE/CDD in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood or earthquake.

B. Issuance and Use of Checks

Except for external payroll services, private contractors shall not use any pre-signed, pre-authorized, or pre-stamped checks without the prior written approval of the CDE/CDD.

Private contractors shall require two (2) authorized signatures on all checks unless:

1. the contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount; and
2. the annual audit verifies that appropriate internal controls are maintained.

C. Prohibition Against Loans and Advances

Contractors shall not loan contract funds to individuals, corporations, organizations, public agencies or private agencies. Contractors shall not advance unearned salary to employees. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received.

D. Materials Developed with Contract Funds

If the contractor receives income from materials developed with contract funds, the use of the income shall be restricted to the child development program. If the materials were developed in part with contract funds, the income from the sale of the materials that shall be used in the child development program shall be computed in direct proportion to the share of contract funds used in development of the materials.

Materials developed with contract funds shall contain an acknowledgement of the use of State funds in the development of materials and a disclaimer that the contents do not necessarily reflect the position or policy of the CDE.

E. Contractor's Termination for Convenience

1. General Termination for Convenience

A contractor may terminate the contract for any reason during the contract term. The contractor shall notify the CDD of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.

Within fifteen (15) days from the date the contractor notifies the CDE/CDD of its intent to terminate the contract, the contractor shall submit:

- a. a current inventory of equipment purchased in whole or in part with contract funds.

Upon receipt of a notice of intent to terminate, the CDE/CDD will transfer the program to another agency as soon as practicable.

The State shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The State shall offset any monies the contractor owes the State against any monies the State owes under this contract.

2. Changes in Laws or Regulations

The CDE/CDD shall notify contractors in writing of changes in laws or regulations prior to the effective date or as soon as possible after enactment. If any laws or regulations are changed substantially during the contract period, the contractor shall have the option to discontinue performance and be relieved of all obligations for further performance.

The contractor has thirty (30) calendar days from receipt of notification of pending changes to notify the CDE/CDD in writing of the contractor's intent to terminate if the required changes are unacceptable to the contractor. The contract shall be deemed terminated sixty (60) calendar days after receipt of the notification of the intent to terminate.

3. Applicability of Corporations Code

Except for partnerships and sole proprietorships, private contractors shall be subject to all applicable sections of the Corporations Code including standards of conduct and management of the organization.

4. Conflicts of Interest

For any transaction to which the contractor is a party and the other party is:

1. an officer or employee of the contractor or of an organization having financial interest in the contractor; or
2. a partner or controlling stockholder or an organization having a financial interest in the contractor; or

3. a family member of a person having a financial interest in the contractor, the transaction(s) shall be fair and reasonable and conducted at arm's length.

Based on corporate law (Corporations Code sections 310, 5233-5234, 7233 and 9243 as applicable) the general rules that would be followed to ensure that transactions are conducted "at arm's length" include:

1. prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed; and
2. all parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.

If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a "fair market rental estimate" from an independent appraiser. If the contractor has no board or is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance. Any transaction described in this paragraph shall be disclosed by the auditor in the notes to the financial statement in the annual audit.

Rental costs for equipment owned by affiliated organizations, officers or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

H. Americans with Disabilities Act

By signing this contract, the contractor assures the CDE that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

I. Air or Water Pollution Violations (Government Code Section 4477)

By signing this agreement, the contractor swears under penalty of perjury that the contractor is not:

1. in violation of any order or resolution not subject to review promulgated by the state Air Resources Board or an air pollution control district;
2. subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
3. finally determined to be in violation of provisions of federal law relating to air or water pollution.

J. Recycled Paper Certification (Public Contract Code Section 10308.5/10354)

The contractor agrees to certify in writing to the CDE, under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in Public Contract Code, Sections 12161 and 12200, in materials, goods or supplies offered or products used in the performance of this agreement, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content.

K. Child Support Compliance (Public Contract Code Section 7110)

For any agreement in excess of \$100,000, the contractor acknowledges that:

1. it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of part 5 of Division 9 of the Family Code; and
2. to the best of its knowledge it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

L. Unlawful Denial of Services (Government Code Section 11135)

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, color, or disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.
2. With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

As used in this section, "disability" means any mental or physical disability as defined in Government Code Section 12926.

M. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state (General) or federal funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

N. Union Organizing and Activities

For all contracts, except fixed price contracts of \$50,000 or less, the contractor acknowledges that:

By signing this agreement the contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

1. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. No state funds received under this agreement will be used to assist, promote or deter union organizing.
3. Contractor will not, for any business conducted under this

agreement, use any state property to hold meeting with employees or supervisors if the purposes of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

4. If the contractor incurs costs or makes expenditures to assist, promote or deter union organizing, the contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that contractor shall provide those records to the Attorney General upon request. Contractor by signing this agreement hereby acknowledges the applicability to this agreement of Government Code Section 16645 through Section 16649.

○. Labor Code/Workers' Compensation

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

▷ Corporate Qualifications to do Business in California

1. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
2. "Doing business" is defined in Revenue and Taxation Code (R&TC) Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
3. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

Q. Equipment Inventory

Property records must be maintained that include a description of the equipment, serial number or other identification number, the source

of the equipment, the acquisition date, the cost of the equipment, the location, use and condition of the equipment and any ultimate disposition date including date of disposal and sale price if applicable. A physical inventory of equipment must be taken at least every two years and reconciled with property records. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft (any loss damage or theft must be investigated) and adequate maintenance procedures must be developed to keep the equipment in good condition.

II. SERVICE DELIVERY AREA

The contractor shall provide CEL services to participating child development agencies, the county welfare department, participating Head Start providers, and other participating child care and development programs serving low-income families within the county.

III. CENTRALIZED ELIGIBILITY LIST (CEL) FUNCTIONS

- A. The contractor shall maintain and administer an accessible countywide CEL that does all of the following:
 - 1. Utilizes state eligibility and need criteria for, at a minimum, subsidized child care and development services, State Preschool, CalWORKs child care.
 - 2. Receives CEL application data directly or electronically from parents, participating child development agencies, the county welfare department, participating Head Start providers, or other agencies serving low-income families in the county.
 - 3. Provides access to CEL information to all participating child care and development agencies in the county.
 - 4. Allows access to aggregate CEL data available to the local resource and referral program(s), the local child care planning council, and participating agencies.
- B. The contractor shall ensure that timely training, technical assistance, and support is provided to participating agencies to facilitate the efficient exchange of CEL client information. This shall include, but not be limited to, assistance with:
 - 1. Initial data migration
 - 2. CEL software or system database training
 - 3. Establishment of data management policies by participating agencies
 - 4. Accessibility of the CEL to participating agencies

5. Accessibility of the CEL to parents, with attention to the languages represented in the county
- C. The contractor shall ensure that appropriate and consistent information is made available to parents regarding the function and purpose of the CEL.
 - D. The contractor shall provide contact information to parents applying directly to the CEL regarding the local resource and referral agency's child care consumer education program. The participating agency shall provide contact information to parents applying through them to the CEL regarding the local resource and referral agency's child care consumer education program.
 - E. The contractor shall provide CEL data to the Department of Education on an annual basis in the manner and time frame determined by the Department. (See Attachment A, Data Dictionary)

IV. DATA COLLECTION AND MANAGEMENT

- A. At a minimum, the contractor shall collect all CEL data fields required to be submitted to the California Department of Education, including but not limited to:
 1. Family Characteristics:
 - a. Unique family identifier
 - b. Zip code of residence
 - c. Zip code of employment or training
 - d. Monthly income
 - e. Family size
 2. Child Characteristics:
 - a. Unique child identifier
 - b. Birth date
 - c. Special needs.
 3. Service Need:
 - a. Reason for care
 - b. Type of care: full-time, part-time, evenings, weekends
 4. Dates
 - a. Application date
 - b. Date most recently updated
 - c. Inactive date
 5. Other indicators
 - a. Sibling currently receiving subsidized care
 - b. An 11 or 12 year-old previously in subsidized care
 - c. CPS referral
 - d. Enrolled, but waiting

6. Reason for removal from the CEL
 - a. Enrolled: receiving subsidized child care
 - b. Not able to contact
 - c. No longer eligible for subsidized care (e.g., over income, over age)
- B. The contractor shall maintain the following types of files in the database:
 1. Active
 2. Pending (files under review by a participating agency)
 3. Enrolled
 4. Terminated or archived
- C. The contractor shall establish policies for managing the CEL data, to include:
 1. Systems to maintain data integrity while minimizing duplicate entries
 2. The amount of time and number of names that are made available to a participating agency to fill vacancies.
 3. The frequency for updating records and purging files.
 4. A print and mail system for generating letters, along with necessary translations, as needed.
 5. For non-internet accessible CELs, the frequency in which aggregate data reports may be requested.

V. CONFIDENTIALITY OF INFORMATION

- A. The use or disclosure of information pertaining to the child or the child's family shall be restricted to purposes directly related to the administration of the subsidized child care services. Data collection and dissemination of information shall be handled in such a manner as to ensure confidentiality of the names and addresses of individual CEL children and families.
- B. The contractor shall abide by paragraph V.A. whenever it shares CEL information necessary for the administration of the subsidized child care services with the Department of Education, participating child development agencies, the county welfare department, and participating Head Start providers and any other participating agency in the county.

VI. CONTRACTOR POLICIES

The contractor may establish policies consistent with state law and regulations in consultation with the participating child development agencies, the county welfare department, participating Head Start providers, and other participating agencies. Policies may address the following:

- A. Eligibility verification
- B. Confidentiality
- C. Parental preference of program type, geographic area, and need for voucher
- D. Applicant in-take process
- E. Referral of families to the local resource and referral program and other community agencies, as applicable
- F. Updating of records

VII. CONFLICT RESOLUTION PROCEDURES

The contractor shall develop and implement written conflict resolution procedures that specify;

- A. The procedures for the documentation and resolution of disagreements by participating agencies; and
- B. The procedures for the documentation and resolution of complaints by CEL parents.

VIII. CENTRALIZED ELIGIBILITY LIST PROGRAM QUALITY REQUIREMENTS

A. PROGRAM PHILOSOPHY, GOALS AND OBJECTIVES

Each contractor shall have a written philosophical statement and goals and objectives, which support that philosophy. The governing body of each contractor shall approve the program philosophy, goals and objectives. The goals and objectives shall address the requirements contained in Sections II through IV below and shall reflect the cultural and linguistic characteristics of the families in the county.

B. STAFF DEVELOPMENT PROGRAM

Each contractor shall develop and implement a staff development program that includes the following:

1. Identification of training needs of staff;

2. Written job descriptions;
 3. An orientation plan for new employees;
- C. An annual written performance evaluation procedure unless a different frequency of performance evaluations is specified in a contractor's collective bargaining agreement with their employees;
 - D. Staff development opportunities that include topics related to the functions specified in each employee's job descriptions and those training needs identified by the contractor pursuant to Section II.A above; and
 - E. An internal communication system that provides each staff member with the information necessary to carry out his or her assigned duties

IX. COMMUNITY INVOLVEMENT

Each contractor shall solicit support from the community. Each contractor shall provide information to the community regarding CEL services. Contractors shall utilize media or other forms of communication in the community.

X. ANNUAL SELF-STUDY PROCESS

Each contractor shall develop and implement an annual self-study plan that determines if the program goals and objectives are being met. The self-study shall include a self-assessment by the contractor using the coordinated Compliance/Contract Monitoring Review instrument in accordance with instructions specified by the Child Development Division (CDD). The self-study plan shall include assessment of the program by parents. The contractor shall submit a summary of the findings of the self-study to the CDD by June 1 of each year. The contractor shall modify its goals and objectives to address any areas identified during the self-study as needing improvement.

If there are questions regarding the appropriateness of a proposed expenditure, they may be addressed to Cecelia Fisher-Dahms, Consultant, Quality Improvement and Capacity Building Unit, at (916) 322-4861 or by email at CFisher-Dahms@cde.ca.gov.

Attachment II

(Resolution authorizing CAO to execute Federal
certifications and amendments as needed.)


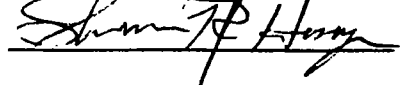
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2005/06.

RESOLUTION

BE IT RESOLVED that the Governing Board of the County of Los Angeles
Board of Supervisors

authorizes entering into local agreement number/s CCEL-5019 and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>David E. Janssen</u>	<u>Chief Admin. Officer</u>	
<u>Sharon R. Harper</u>	<u>Chief Deputy, CAO</u>	

PASSED AND ADOPTED THIS 17th day of January 2005/06, by the
Governing Board of County of Los Angeles Board of Supervisors
of Los Angeles County, California.

I, Violet Varona-Lukens, Clerk of the Governing Board of
Supervisors, of Los Angeles, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted
by the said Board at a _____ meeting thereof held at a regular
public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

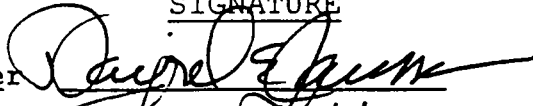
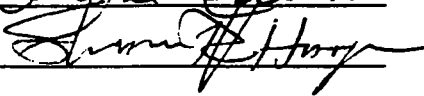
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Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>David E. Janssen</u>	<u>Chief Admin. Officer</u>	
<u>Sharon R. Harper</u>	<u>Chief Deputy, CAO</u>	
_____	_____	_____

PASSED AND ADOPTED THIS 17th day of January 2005/06, by the
Governing Board of County of Los Angeles Board of Supervisors
of Los Angeles County, California.

I, Violet Varona-Lukens, Clerk of the Governing Board of
Supervisors, of Los Angeles, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted
by the said Board at a _____ meeting thereof held at a regular
public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

222 S. Hill Street

Los Angeles, CA 90012

Check ☐ if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portion of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT

CONTRACT #

County of Los Angeles Board of Supervisors

CCEL-5019

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

David E. Janssen, Chief Administrative Officer

SIGNATURE

DATE



12/23/05

Attachment III
(Budget Adjustment)

PINK

76R 352M 11/83

BOARD OF
SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF **ADMINISTRATIVE OFFICER**

DEPT'S.
No. 06C

DEC 19 2005

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2005-06

4 - VOTES

SOURCES

ADMINISTRATIVE OFFICER
UNANTICIPATED REVENUE - STATE - SPECIAL
GRANTS
A01-AO-10100-8810
\$500,000.00

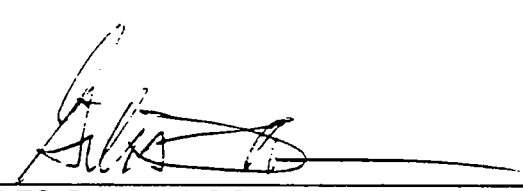
USES

ADMINISTRATIVE OFFICER
SALARIES AND EMPLOYEE BENEFITS
A01-AO-10100-1000
\$158,000.00

ADMINISTRATIVE OFFICER
SERVICES AND SUPPLIES
A01-AO-10100-2000
\$342,000.00

JUSTIFICATION

ADJUSTMENT WILL ALLOW THE DEPARTMENT TO ADMINISTER AND SUPPORT THE EXPANSION OF THE CENTRALIZED ELIGIBILITY LIST WITHIN LOS ANGELES COUNTY. PROJECT FUNDING PROVIDED BY A GRANT FROM THE CA DEPARTMENT OF EDUCATION.


GILES QUAN, PROGRAM SPECIALIST

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR -

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY

NO.

213

DEC. 20 2005

APPROVED AS REQUESTED

AS REVISED

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

BY

DEPUTY COUNTY CLERK